

|                                 |   |                               |   |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>   | <i>AGNY-125706318</i>   | <i>State:</i>                 | <i>Arkansas</i>                                 |
| <i>Filing Company:</i>          | <i>National Union Fire Insurance Company of<br/>Pittsburgh, Pa.</i>       | <i>State Tracking Number:</i> | <i>EFT \$50</i>                                 |
| <i>Company Tracking Number:</i> | <i>AIC-08-DO-03</i>   |                               |   |
| <i>TOI:</i>                     | <i>17.0 Other Liability - Claims Made/Occurrence</i>                      | <i>Sub-TOI:</i>               | <i>17.0020 Commercial Umbrella &amp; Excess</i> |
| <i>Product Name:</i>            | <i>Excess Insurance Policy For Management Liability 16500004740950010</i> |                               |   |
| <i>Project Name/Number:</i>     | <i>/</i>  |                               |   |

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
 SERFF Tr Num: AGNY-125706318 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence  
 SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0020 Commercial Umbrella & Excess  
 Co Tr Num: AIC-08-DO-03 State Status: Fees verified and received

Filing Type: Form  
 Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Walter Murphy  
 Disposition Date: 08/08/2008

Date Submitted: 07/01/2008  
 Disposition Status: Approved

Effective Date Requested (New): 08/02/2008  
 Effective Date (New):

Effective Date Requested (Renewal): 08/02/2008  
 Effective Date (Renewal):

State Filing Description:

## General Information

|                 |  |
|-----------------|--|
| Project Name:   | Status of Filing in Domicile: Pending  |
| Project Number: | Domicile Status Comments: This filing is being submitted simultaneously in all states. |

|                             |                             |
|-----------------------------|-----------------------------|
| Reference Organization: N/A | Reference Number: N/A       |
| Reference Title: N/A        | Advisory Org. Circular: N/A |

Filing Status Changed: 08/08/2008

State Status Changed: 07/09/2008

Corresponding Filing Tracking Number:

Filing Description:

The referenced companies (the "Companies") have on file with your Department its Excess Insurance Policy For Management Liability Program (the "Program"). The Companies submit for your review and approval nineteen (19) endorsements to be used with this Program.

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-DO-03  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
Project Name/Number: /

Those endorsements which have a premium impact will be rated using the rating methodology currently on file with your Department.

## Company and Contact

### Filing Contact Information

Walter Murphy, Filings Analyst  
175 Water Street  
New York, NY 10038  
Walter.Murphy@AIG.com  
(212) 458-2192 [Phone]  
(212) 458-7077[FAX]

### Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.  
70 Pine Street  
New York, NY 10270  
(212) 770-7000 ext. [Phone]  
CoCode: 19445  
State of Domicile: Pennsylvania  
Group Code:  
Group Name:  
FEIN Number: 25-0687550  
-----  
Company Type:  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 1 Form Filing = \$50.00  
Per Company: No

| COMPANY  | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| National Union Fire Insurance Company of Pittsburgh, Pa. | \$50.00 | 07/01/2008     | 21190729      |

SERFF Tracking Number: AGNY-125706318 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-DO-03

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Excess Insurance Policy For Management Liability 16500004740950010

Project Name/Number: /

## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 08/08/2008 | 08/08/2008     |

### Objection Letters and Response Letters

| Objection Letters               |               |            |                | Response Letters |            |                |
|---------------------------------|---------------|------------|----------------|------------------|------------|----------------|
| Status                          | Created By    | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending<br>Industry<br>Response | Edith Roberts | 07/09/2008 | 07/09/2008     | Walter Murphy    | 07/28/2008 | 07/28/2008     |

State: *Arkansas*

*Filing Company:* National Union Fire Insurance Company of Pittsburgh, Pa. *State Tracking Number:* EFT \$50

Company Tracking Number: AIC-08-DO-03

*TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess*

Product Name: Excess Insurance Policy For Management Liability 16500004740950010

*Project Name/Number:* /

## Disposition

Disposition Date: 08/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-DO-03  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
Project Name/Number: /

| Item Type                  | Item Name  | Item Status | Public Access |
|----------------------------|--|-------------|---------------|
| <b>Supporting Document</b> | Forms Listing  | Approved    | Yes           |
| <b>Form</b>                | Absolute Failure To Effect And/Or Maintain Insurance Exclusion                             | Approved    | Yes           |
| <b>Form</b>                | Antitrust Exclusion  | Approved    | Yes           |
| <b>Form</b>                | Mandatory Arbitration Endorsement  | Withdrawn   | Yes           |
| <b>Form</b>                | Non-Follow Form Discovery Endorsement  | Withdrawn   | Yes           |
| <b>Form</b>                | Pending and Prior Litigation Exclusion   | Approved    | Yes           |
| <b>Form</b>                | Pending and Prior Litigation Exclusion for Excess Limits                                   | Approved    | Yes           |
| <b>Form</b>                | Policy Period Expanded   | Approved    | Yes           |
| <b>Form</b>                | Prior Acts Exclusion (Non-Recognition of Erosion)  | Approved    | Yes           |
| <b>Form</b>                | Reliance Upon Application Including Other Carrier's Application                            | Approved    | Yes           |
| <b>Form</b>                | Reliance Upon Other Carrier's Application Warranty   | Approved    | Yes           |
| <b>Form</b>                | Side A DIC Amendatory  | Withdrawn   | Yes           |
| <b>Form</b>                | Side A Only Excess Policy - Non Follow Form Endorsement                                    | Approved    | Yes           |
| <b>Form</b>                | Specific Claim Exclusion - Non Recognition of Erosion                                      | Approved    | Yes           |
| <b>Form</b>                | Specific Claim Exclusion - Recognition of Erosion  | Approved    | Yes           |
| <b>Form</b>                | Specific Condition/Non-Follow Form Recognition of Erosion Endorsement                      | Approved    | Yes           |
| <b>Form</b>                | Specific Condition/Pending and Prior Litigation Exclusion Non Follow Form Endorsement      | Approved    | Yes           |
| <b>Form</b>                | Specific Term Condition/Endorsement CAP Loss SubLimit of Liability Follow Form Endorsement | Approved    | Yes           |
| <b>Form</b>                | Specific Term/Condition/Non Follow Form Endorsement  | Approved    | Yes           |
| <b>Form</b>                | Specific Term/Condition Runoff Follow Form Endorsement                                     | Approved    | Yes           |

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-DO-03  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/09/2008  
Submitted Date 07/09/2008  
Respond By Date  
Dear Walter Murphy,

This will acknowledge receipt of the captioned filing.

Form 97856 (04/08) Mandatory Arbitration must be withdrawn. Mandatory and binding arbitration are prohibited in AR (see AR Code Anno.23-79-203(a)

Form 97857 (04/08) Non-Follow Form Discovery Period does not comply with AR Code 23-79-306 (1-6). You must allow 60 days basic, no charge reporting period for termination for any reason, 60 days to request and pay for optional extended reporting period and limit must be the greater of the remaining policy aggregate or reinstated to 50%.

Form 99289 (05/08), page 1, #2., III. Limit of Liability - does not comply with the requirements of AR Code Anno. 23-79-306 (6) which states that the limit for the optional extended reporting period must be reinstated to at least 50% of the expiring aggregate if exhausted below that amount.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/28/2008  
Submitted Date 07/28/2008

Dear Edith Roberts,

**Comments:**

|                          |  |                        |                                      |
|--------------------------|--|------------------------|--------------------------------------|
| SERFF Tracking Number:   | AGNY-125706318   | State:                 | Arkansas                             |
| Filing Company:          | National Union Fire Insurance Company of<br>Pittsburgh, Pa.        | State Tracking Number: | EFT \$50                             |
| Company Tracking Number: | AIC-08-DO-03   |                        |                                      |
| TOI:                     | 17.0 Other Liability - Claims Made/Occurrence                      | Sub-TOI:               | 17.0020 Commercial Umbrella & Excess |
| Product Name:            | Excess Insurance Policy For Management Liability 16500004740950010 |                        |                                      |
| Project Name/Number:     | /  |                        |                                      |

### Response 1

Comments: We acknowledge your communication of 7/9/08. In response to your comments, we hereby withdraw the following endorsements from consideration in their entirety:

MANDATORY ARBITRATION ENDORSEMENT – 97856  
NON-FOLLOW FORM DISCOVERY ENDORSEMENT – 97857  
SIDE A DIC AMENDATORY - 99289

We trust that this will allow you to complete your review of our filing.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Walter Murphy

SERFF Tracking Number: AGNY-125706318 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-DO-03

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Excess Insurance Policy For Management Liability 16500004740950010

Project Name/Number: /

## Form Schedule

| Review Status | Form Name  | Form # | Edition Date | Form Type Action                     | Action Specific Data | Readability | Attachment   |
|---------------|--|--------|--------------|--------------------------------------|----------------------|-------------|--|
| Approved      | Absolute Failure To Effect And/Or Maintain Insurance Exclusion | 97854  | 4/08         | Endorsement/New Amendment/Conditions |                      | 0.00        | 97854 (04-08) ABSOLUTE FAILURE TO EFFECT AND-OR MAINTAIN INSURANCE EXCLUSION -.pdf |
| Approved      | Antitrust Exclusion  | 97855  | 4/08         | Endorsement/New Amendment/Conditions |                      | 0.00        | 97855 (04-08) ANTITRUST EXCLUSION .pdf   |
| Withdrawn     | Mandatory Arbitration Endorsement                              | 97856  | 4/08         | Endorsement/New Amendment/Conditions |                      | 0.00        | 97856 (04-08) MANDATORY ARBITRATION ENDORSEMENT .pdf                               |
| Withdrawn     | Non-Follow Form Discovery Endorsement                          | 97857  | 4/08         | Endorsement/New Amendment/Conditions |                      | 0.00        | 97857 (04-08) NON-FOLLOW FORM DISCOVERY ENDORSEMENT .pdf                           |



SERFF Tracking Number: AGNY-125706318 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-DO-03

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Excess Insurance Policy For Management Liability 16500004740950010

Project Name/Number: /

|          |   |       |      |                                      |      |  |
|----------|---|-------|------|--------------------------------------|------|--|
| Approved | Pending and Prior Litigation Exclusion                          | 97860 | 4/08 | Endorsement/Amendment/Conditions New | 0.00 | 97860 (04-08) PENDING AND PRIOR LITIGATION EXCLUSION.pdf                   |
| Approved | Pending and Prior Litigation Exclusion for Excess Limits        | 97859 | 4/08 | Endorsement/Amendment/Conditions New | 0.00 | 97859 (04-08) PENDING AND PRIOR LITIGATION EXCLUSION FOR EXCESS LIMITS.pdf |
| Approved | Policy Period Expanded  | 97861 | 4/08 | Endorsement/Amendment/Conditions New | 0.00 | 97861 (04-08) POLICY PERIOD EXPANDED.pdf                                   |
| Approved | Prior Acts Exclusion (Non-Recognition of Erosion)               | 97862 | 4/08 | Endorsement/Amendment/Conditions New | 0.00 | 97862 (04-08) PRIOR ACTS EXCLUSION (NON-RECOGNITION OF EROSION).pdf        |
| Approved | Reliance Upon Application Including Other Carrier's Application | 97004 | 1/08 | Endorsement/Amendment/Conditions New | 0.00 | 97004 (01-08) RELIANCE UPON APPLICATION - INCLUDING                        |

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-DO-03  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
Project Name/Number: /

|           |   |       |      |                                  |      |               |   |
|-----------|---|-------|------|----------------------------------|------|---------------|---|
|           |   |       |      |                                  |      |               | OTHER CARRIER'S APPLICATION.pdf                             |
| Approved  | Reliance Upon Other Carrier's Application Warranty      | 98931 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 98931 (04-08) | RELIANCE UPON OTHER CARRIER'S APPLICATION-WARRANTY .pdf     |
| Withdrawn | Side A DIC Amendatory                                   | 99289 | 5/08 | Endorsement/Amendment/Conditions | 0.00 | 99289 (05-08) | SIDE-A DIC AMENDATORY.pdf                                   |
| Approved  | Side A Only Excess Policy - Non Follow Form Endorsement | 97863 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 97863 (04-08) | SIDE A ONLY EXCESS POLICY - NON-FOLLOW FORM ENDORSEMENT.pdf |
| Approved  | Specific Claim Exclusion - Non Recognition of Erosion   | 97864 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 97864 (04-08) | SPECIFIC CLAIM EXCLUSION - NON-RECOGNITION OF               |

SERFF Tracking Number: AGNY-125706318 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-DO-03

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Excess Insurance Policy For Management Liability 16500004740950010

Project Name/Number: /

|          |   |       |      |                                  |      |               |   |
|----------|---|-------|------|----------------------------------|------|---------------|---|
|          |   |       |      |                                  |      |               | EROSION.pdf   |
| Approved | Specific Claim Exclusion - Recognition of Erosion                                     | 97865 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 97865 (04-08) | SPECIFIC CLAIM EXCLUSION - RECOGNITION OF EROSION.pdf                             |
| Approved | Specific Condition/Non-Follow Form Recognition of Erosion Endorsement                 | 97869 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 97869 (04-08) | SPECIFIC TERM-CONDITION -NON-FOLLOW FORM RECOGNITION OF EROSION ENDORSEMENT.pdf   |
| Approved | Specific Condition/Pending and Prior Litigation Exclusion Non Follow Form Endorsement | 97870 | 4/08 | Endorsement/Amendment/Conditions | 0.00 | 97870 (04-08) | SPECIFIC TERM - CONDITION -PENDING AND PRIOR LITIGATION EXCLUSION NON-FOLLOW FORM |

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-08-DO-03  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
 Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
 Project Name/Number: /

|          |  |       |      |   |  |      |  |
|----------|--|-------|------|---|--|------|--|
|          |  |       |      |   |  |      | ENDORSEM<br>ENT.pdf  |
| Approved | Specific Term<br>Condition/Endorsement<br>CAP Loss<br>SubLimit of<br>Liability Follow<br>Form<br>Endorsement | 97868 | 4/08 | Endorsement<br>New<br>nt/Amendment/Conditions |  | 0.00 | 97868 (04-08)<br>SPECIFIC<br>TERM-<br>CONDITION<br>-<br>ENDORSEMENT - CAP<br>LOSS SUB-<br>LIMIT OF<br>LIABILITY<br>FOLLOW<br>FORM<br>ENDORSEMENT.pdf |
| Approved | Specific<br>Term/Condition/Non Follow Form<br>Endorsement  | 97866 | 4/08 | Endorsement<br>New<br>nt/Amendment/Conditions |  | 0.00 | 97866 (04-08)<br>SPECIFIC<br>TERM-<br>CONDITION<br>NON<br>FOLLOW<br>FORM<br>ENDORSEMENT.pdf  |
| Approved | Specific<br>Term/Condition<br>Runoff Follow<br>Form<br>Endorsement   | 97867 | 4/08 | Endorsement<br>New<br>nt/Amendment/Conditions |  | 0.00 | 97867 (04-08)<br>SPECIFIC<br>TERM-<br>CONDITION<br>RUNOFF<br>FOLLOW<br>FORM<br>ENDORSEMENT.pdf   |



This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**ABSOLUTE FAILURE TO EFFECT AND/OR MAINTAIN INSURANCE EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured alleging, arising out of, based upon, attributable to any failure or omission on the part of the Insureds or the Company to effect or maintain adequate insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

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Policy number

Issued to:

By:

#### **ANTITRUST EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies, including any actions, proceedings, claims or investigations related thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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By:

### **MANDATORY ARBITRATION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Clause XI, and any similar provisions of the Underlying Policy are deleted in their entirety, and replaced with the following:

### **DISPUTE RESOLUTION PROCESS**

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of Loss, shall be subject to the dispute resolution process ("ADR") set forth in this clause.

Either the Insurer or the Insured(s) may elect the type of ADR discussed below; provided, however, that the Insured(s) shall have the right to reject the Insurer's choice of ADR at any time prior to its commencement, in which case the Insured(s)' choice of ADR shall control.

The Insurer and Insured(s) agree that there shall be two choices of ADR:

- (1) non-binding mediation administered by the American Arbitration Association, in which the Insurer and Insured(s) shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or
- (2) binding arbitration submitted to the American Arbitration Association under or in accordance with its then-prevailing commercial arbitration rules, in which the arbitration panel shall be composed of three disinterested individuals.

In the event that the ADR described in paragraph (1) of the above is selected, the Insurer and the Insured(s) agree that in the further event that the dispute is not settled following the mediation, either party shall have the right, within 120 days of the termination of the mediation, to commence an arbitration proceeding as described in paragraph (2) above.

In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator(s) or arbitrators shall also give due consideration to the general principles of the law of the state of Delaware in the construction or interpretation of the provisions of this policy; provided, however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an even-handed fashion in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the policy. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both



parties, and the arbitrators' award shall not include attorney(s)' fees or other costs. In all events, each party shall share equally the expenses of the ADR(s).

Either choice of ADR may be commenced in either New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1. of the Declarations page as the mailing address for the Named Organization. The Named Organization shall act on behalf of all Insured(s) in selection of the ADR(s) in accordance with this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

### **NON-FOLLOW FORM DISCOVERY ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy , (pursuant to the terms, conditions and exclusions of this policy), except that in no event shall this policy be construed to follow the following terms, conditions and/or endorsement(s) of the Followed Policy:

TERMS/CONDITIONS/ENDORSEMENTS

TITLE/DESCRIPTION

Discovery Period or Extended  
Reporting Period

It is further understood and agreed that Clause II. DEFINITIONS paragraph (a) is deleted in its entirety and replaced with the following:

(a) "Claim", "Insured(s)", "Loss", "Subsidiary" and "Wrongful Act" shall have the same meaning in this policy as is attributed to it in the Followed Policy.

It is further understood and agreed that the policy is amended by addition of the following at the end thereof:

#### **XIV. DISCOVERY CLAUSE**

Except as indicated below, if the Named Insured shall cancel this policy or the Followed Policy, or the Named Insured or Insurer shall refuse to renew this policy, or if the Named Insured or the insurer of the Followed Policy shall refuse to renew the Followed Policy, the Named Insured shall have the right to a period of up to six years following the effective date of such cancellation or nonrenewal (the "Discovery Period"), upon payment of an additional premium amount as shall be determined by the Insurer in its sole and absolute discretion, in which to give to the Insurer written notice in the same manner and to the extent permitted by the terms and conditions of the Followed Policy of Claims first made against an Insured during such Discovery Period and solely with respect to a Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy.

In the event of a Transaction (as defined below), the Named Insured shall have the right to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction). The Insurer shall offer such Discovery Period pursuant to such terms, conditions, exclusions and additional premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable and the additional premium charged shall be fully earned at inception. This Clause XIV shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause XIV shall terminate unless written notice of election of a Discovery Period together with any additional premium due is received by the Insurer no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or transaction.

For the purposes of the coverage provided by this endorsement, the term "Transaction" means:

- (1) any consolidation, merger, or sale of all or substantially all of the assets of the Named Insured to any other person or entity or group of persons or entities acting in concert; or
- (2) any acquisition of Management Control by any person or entity or group of persons or entities acting in concert of the Named Insured

For the purposes of the coverage provided by this endorsement, the term Management Control means:

- (1) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; or the members of the management board of a limited liability company; or
- (2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the Named Insured, to elect, appoint or designate a majority of: the Board of Directors of a corporation; the management committee of a joint venture; or the management board of a limited liability company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**PENDING AND PRIOR LITIGATION EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s):

alleging, arising out of, based upon or attributable to any pending or prior litigation as of or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**PENDING AND PRIOR LITIGATION  
EXCLUSION FOR EXCESS LIMITS**

In consideration of the premium charged, it is understood and agreed that with respect to the Limit of Liability \$ \_\_\_\_\_ excess of the first \$ \_\_\_\_\_ Limit of Liability stated in the Declarations, the Insurer shall not be liable for any Loss in connection with any Claim(s) (including but not limited to any derivative or representative class action(s)) made against any Insured(s):

- (a) alleging, arising out of, based upon or attributable to, as of the [Date], any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**POLICY PERIOD EXPANDED**

In consideration of the additional premium of \$ [REDACTED] (pro rata amount of the annual premium), it is hereby understood and agreed that the Item on the Declarations page entitled POLICY PERIOD is deleted in its entirety and replaced with the following:

POLICY PERIOD: From: [REDACTED] To: [REDACTED]  
(12:01 A.M. standard time at the address stated in Item 1.)

It is further understood and agreed that the Limit of Liability for the expanded Policy Period shall be part of, and not in addition to, the Limit of Liability stated in the Declarations page.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**PRIOR ACTS EXCLUSION  
(NON-RECOGNITION OF EROSION)**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with a Claim(s) alleging a Wrongful Act(s) which occurred prior to \_\_\_\_\_ or after the end of the Policy Period. This policy only provides coverage for a Wrongful Act(s) occurring on or after \_\_\_\_\_ and prior to the end of the Policy Period and otherwise covered by this policy. Loss(es) arising out of the same or related Wrongful Act(s) shall be deemed to arise from the first such same or related Wrongful Act.

The Insurer shall not recognize any erosion of the Total Underlying Limits due to Loss paid by any Underlying Insurers under such insurer's respective Underlying Policy, arising out of, based upon or attributable to any Wrongful Act(s) which occurred prior to \_\_\_\_\_.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**RELIANCE UPON APPLICATION  
INCLUDING OTHER CARRIER'S APPLICATION**

In consideration of the premium charged, it is hereby understood and agreed that the following provision on the first page of the policy, that reads:

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application forming a part hereof and its attachments and the material incorporated therein, the Insurer, agrees as follows:

shall be deleted in its entirety and replaced with the following:

In consideration of the payment of the premium, and in reliance upon the Application and the statements therein, which form a part of this policy, the Insurer agrees as follows:

It is further understood and agreed as follows:

- (1) The Insureds provided the Designated Application to the Insurer in connection with, and to assist, the Insurer's underwriting of this policy.
- (2) All statements, warranties (if any) and representations (hereinafter collectively "Statements") contained in the Designated Application shall be considered to have been made to the Insurer on the date that the Statements were made to [Name of Other Insurer], just as if the Named Insured had originally submitted the Designated Application and originally made the Statements to the Insurer.
- (3) The Insurer has relied upon the Statements as being accurate and complete in the underwriting of this policy, and the Insureds shall not raise, as a defense to such reliance, that the Statements are contained in an application of [Name of Other Insurer], and/or that the Designated Application was originally submitted to [Name of Other Insurer].

For purposes of this endorsement:

Application means:

- (1) the signed application, and any attachments to such application and any materials incorporated therein, submitted in connection with the underwriting of this policy, and any public documents filed by the



Company with any federal, state, local or foreign regulatory agency (including but not limited to the Securities and Exchange Commission); and

(2) the Designated Application.

Designated Application means the following application:

TITLE AND DATE OF OTHER CARRIER'S APPLICATION

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**RELIANCE UPON  
OTHER CARRIER'S APPLICATION/WARRANTY**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the below referenced:

(i) application (including materials submitted thereto and, if such application is a renewal application all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time); and

(ii) any warranty(ies) provided by the Insureds in connection with any policy for which this policy is a renewal or succeeds in time

as being accurate and complete.

It is further understood and agreed that the Named Insured and the Insureds warrant and represent to the Insurer that the statements and representations made in such application and/or warranty(ies) were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application and/or warranty(ies) to [PRIOR CARRIER] as accurate as of [Effective Date of the warranty to the prior carrier] as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

TYPE OF POLICY APPLICATION

CARRIER

DATE SIGNED

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **SIDE-A DIC AMENDATORY**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. "Underlying Side A Coverage" means the aggregate limits of the Followed Policy and any Underlying Policy written as specific excess over the Followed Policy.
2. Clause III, LIMIT OF LIABILITY of the policy is hereby deleted and replaced by the following:

#### **III. LIMIT OF LIABILITY**

The Limit of Liability stated in Item 4(a) of the Declarations is the aggregate limit of the Insurer's liability for all Loss in excess of the Underlying Side A Coverage, arising out of all Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported in writing to the Insurer pursuant to the terms of this policy; however, the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period. Further, any Claim that is made subsequent to the Policy Period or Discovery Period (if applicable), which, pursuant to Clause V(b), is considered made during the Policy Period or Discovery Period, shall also be subject to the one aggregate Limit of Liability stated in Item 4(a) of the Declarations.

Liability for any covered Loss with respect to Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported in writing to the Insurer pursuant to the terms of this policy shall attach to the Insurer only after the Insurers, the Insureds, the Company and/or any other natural person or entity shall pay shall have paid all Loss covered under the Underlying Side A Coverage up to the full amount of the combined aggregate limits of the Underlying Side A Coverage. In the event, and only in the event, of exhaustion of the Underlying Side A Coverage by reason of the such payments, this policy shall: (i) in the event of reduction, pay excess of the reduced Underlying Side A Coverage, and (ii) in the event of exhaustion, continue in force as lead excess Side A DIC coverage, in the place of the Followed Policy.

This policy shall "drop down" (continue in force as primary insurance) only in the event of exhaustion of the Underlying Side A Coverage as described above and shall not drop down for any other reason.

3. Clause V is amended to reflect that all notices concerning Claims must be directed to:

AIG Domestic Claims, Inc.

175 Water Street

New York, New York 10038

Attention "C-Claims, D&O Claims"

Reference: Use this policy's policy number

All other notice must be directed to the Insurer at its address reflected in the Declarations of this policy, and must contain this policy's policy number.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SIDE A ONLY EXCESS POLICY  
NON-FOLLOW FORM ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed as follows:

This policy follows the terms, conditions, exclusions and endorsements of the Followed Policy, (pursuant to the terms, conditions and exclusions of this policy), except that in no event shall this policy be construed to follow the terms, conditions and/or endorsement(s) of the Followed Policy as set forth below:

TERMS/CONDITIONS/ENDORSEMENTS

Any terms, conditions or endorsements which provide coverage for anything, other than Non-Indemnifiable Loss.

It is further understood and agreed that solely for the purposes of the coverage provided by this policy, the following shall apply and supersede any inconsistent terms, conditions or exclusions of the Followed Policy:

**I.**

As used herein, the following term shall apply:

- (a) "Non-Indemnifiable Loss" means Loss for which a Company has neither indemnified nor is permitted or required to indemnify an Insured pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of a Company.

**II.**

For the purposes of the Non-Indemnifiable Loss coverage provided by this policy, the Company hereby agrees to indemnify the Insureds to the fullest extent permitted by law taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any application for court approval, the passing of any board or corporate resolution, the amendment of any charter, bylaws, operating agreement or similar documents of a Company or the execution of any contract.

**III.**

No Company is covered in any respect under this policy. Accordingly, the Insurer has no obligation under this policy for Defense Costs incurred by, judgments against or settlements by a Company arising out of a Claim made against a Company, or any obligation to pay Loss arising out of any legal liability that a Company has to a claimant.

With respect to: (i) Defense Costs jointly incurred by; (ii) any joint settlement entered into by; and/or (iii) any judgment of joint and several liability against any Company and any Insured in connection with any Claim, any such Company and any such Insured and the

Insurer agree to use their best efforts to determine a fair and proper allocation of the amounts as between any such Company, any such Insured and the Insurer, taking into account the relative legal and financial exposures, and the relative benefits obtained by any such Insured and any such Company. In the event that a determination as to the amount of Defense Costs to be advanced under the policy cannot be agreed to, then the Insurer shall advance Defense Costs excess of any applicable retention amount which the Insurer states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

#### **IV.**

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all of each and every Company's and Insured's rights of recovery thereof, including any rights of the Insureds to indemnification from the Company (whether or not existing in the form of a Debtor-In-Possession) or any Trustee in bankruptcy, and each such Company and Insured shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of any and all documents necessary to enable the Insurer effectively to bring suit in the name of each such Company and each such Insured. Specifically, but without limitation, the Insureds shall execute all papers required and shall do everything that may be necessary to secure his or her rights to indemnification from the Company including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insured to seek and obtain such indemnification. In no event, however, shall the Insurer exercise its rights of subrogation against an Insured under this policy unless such Insured has been convicted of a deliberate criminal act, or been determined to have in fact committed a deliberate fraudulent act, or been determined to have in fact obtained any profit or advantage to which such Insured was not legally entitled.

#### **V.**

**IT IS FURTHER UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL THIS ENDORSEMENT HAVE THE EFFECT OF EXPANDING COVERAGE FOR NON-INDEMNIFIABLE LOSS UNDER THE FOLLOWED POLICY.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC CLAIM EXCLUSION  
NON-RECOGNITION OF EROSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) (including but not limited to any derivative or representative class actions), made against the Insured(s) alleging, arising out of, based upon or attributable to the following claim(s)/litigation(s), or alleging the same facts or the same or related Wrongful Act(s) alleged or contained in the following claim(s)/litigation(s):

- (1)
- (2)
- (3)

It is further understood and agreed that the Insurer shall not recognize any erosion of the Total Underlying Limits due to Loss paid by any Underlying Insurers under such insurer's respective Underlying Policy arising out of, based upon or attributable to any Claim(s) (including but not limited to any derivative or representative class actions), made against the Insured(s) alleging, arising out of, based upon or attributable to the above claim(s)/litigation(s), or alleging the same facts or the same or related Wrongful Act(s) alleged or contained in the above claim(s)/litigation(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC CLAIM EXCLUSION  
RECOGNITION OF EROSION**

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) (including but not limited to any derivative or representative class actions), made against the Insured(s) alleging, arising out of, based upon or attributable to the following claim(s)/litigation(s), or alleging the same facts or the same or related Wrongful Act(s) alleged or contained in the following claim(s)/litigation(s):

- (1)
- (2)
- (3)

It is further understood and agreed that, notwithstanding the above, the Insurer shall recognize that any Loss paid by the Underlying Insurers, under such insurer's respective Underlying Policy, pursuant to any of the above listed claim(s)/litigation(s) shall contribute to and shall reduce the Total Underlying Limits.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**



This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC TERM/CONDITION/NON-FOLLOW FORM  
RECOGNITION OF EROSION ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy, (pursuant to the terms, conditions and exclusions of this policy), except that in no event shall this policy be construed to follow the following terms, conditions and/or endorsement(s) of the Followed Policy:

TERMS/CONDITIONS

TITLE/DESCRIPTION

It is further understood and agreed that, notwithstanding the above, the Insurer shall recognize that any Loss paid by the Underlying Insurers, under such insurer's respective Underlying Policy, pursuant to any of the above listed terms, conditions and/or endorsements, shall contribute to and shall reduce the Total Underlying Limits.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC TERM/CONDITION/PENDING AND PRIOR LITIGATION EXCLUSION  
NON-FOLLOW FORM ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy, (pursuant to the terms, conditions and exclusions of this policy), except that in no event shall this policy be construed to follow the following terms, conditions and/or endorsement(s) of the Followed Policy:

TERMS/CONDITIONS/ENDORSEMENTS

TITLE/DESCRIPTION

[FILL IN P&P LIT EXCLUSION OF FOLLOWED POLICY]

Pending and Prior Litigation  
Exclusion

It is further understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon or attributable to, as of the [Date], any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an Insured had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC TERM/CONDITION/ENDORSEMENT  
CAP LOSS SUB-LIMIT OF LIABILITY  
FOLLOW FORM ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy, (pursuant to the terms, conditions and exclusions of this policy), including the following terms, conditions and/or endorsement(s) of the Followed Policy:

TERMS/CONDITIONS/ENDORSEMENTS  
Endorsement # [REDACTED]

TITLE/DESCRIPTION  
C.A.P. Endorsement

It is further understood and agreed that the Item of the Declarations page entitled LIMIT OF LIABILITY is amended to include the following:

The Maximum limit of the Insurer's liability for all CAP Loss in the aggregate arising out of all Claims combined shall be [REDACTED] (hereinafter called the "Excess Policy CAP Sub-limit of Liability"). This Excess Policy CAP Sub-limit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations page entitled LIMIT OF LIABILITY and in no way shall serve to increase the Insurer's Limit of Liability as therein stated.

It is further understood and agreed that Clause III of the policy shall be amended by deleting the second and third paragraphs thereof and replacing them with the following:

It is expressly agreed that liability for any covered Loss with respect to Claims first made against the Insureds during the Policy Period and the Discovery Period (if applicable) and reported in writing to the Insurer pursuant to the terms of this policy shall attach to the Insurer only after the Underlying Insurers and/or the Insureds or the Company shall have paid:

- (i) the full amount of the Total Underlying Limits; or
- (ii) solely with respect to the coverage afforded by this policy under the Excess Policy CAP Sub-limit of Liability, only after the Underlying Insurer of the Followed Policy and/or the Insureds or the Company shall have paid the full amount of the Followed Policy CAP Sub-limit of Liability,

and the Company or the Insureds shall have paid the full amount of the applicable Retention amount under any Underlying Policy. In the event, and only in the event, of exhaustion of the Total Underlying Limits, or, with respect to the coverage afforded

by this policy under the Excess Policy CAP Sub-limit of Liability, exhaustion of the Followed Policy Cap Sub-limit of Liability, by reason of the Underlying Insurers and/or the Insured or the Company paying Loss covered thereunder, this policy shall: (i) in the event of reduction, pay excess of the reduced Total Underlying Limits, and (ii) in the event of exhaustion, continue in force as primary insurance.

This policy shall "drop down" (continue in force as primary insurance) only in the event of exhaustion of the Total Underlying Limits or Followed Policy CAP Sub-limit of Liability as described above and shall not drop down for any other reason, including, but not limited to, uncollectability (in whole or in part) of any limit of liability of any Underlying Policy, existence of a sub-limit of liability in any Underlying Policy (other than the Followed Policy CAP Sub-limit of Liability), or any Underlying Policy containing terms and conditions different from the Followed Policy.

In the event of exhaustion of the Followed Policy CAP Sub-limit of Liability, this policy shall drop down (continue in force as primary insurance) only with respect to CAP Loss, and shall not drop down with respect to any other Loss. In the event the Excess Policy CAP Sub-limit of Liability is exhausted, then this policy shall cease being a primary policy and shall not drop down for any other Loss unless and until the terms, conditions and limitations in the above paragraphs of this Clause III are met.

Solely for purposes of this endorsement:

Followed Policy CAP Sub-limit of Liability means the \$50,000 sub-limit of liability afforded to cover CAP Loss pursuant to Endorsement # [REDACTED] C.A.P. ENDORSEMENT of the Followed Policy.

Excess Policy CAP Sub-limit of Liability means the \$50,000 sub-limit of liability afforded to cover CAP Loss pursuant to this endorsement.

CAP Loss means all Loss for which coverage is afforded under the terms and conditions of Endorsement # [REDACTED] C.A.P. ENDORSEMENT of the Followed Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC TERM/CONDITION  
NON-FOLLOW FORM ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy, (pursuant to the terms, conditions and exclusions of this policy), except that in no event shall this policy be construed to follow the following terms, conditions and/or endorsement(s) of the Followed Policy:

TERMS/CONDITIONS/ENDORSEMENTS

TITLE/DESCRIPTION

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC TERM/CONDITION  
RUNOFF FOLLOW FORM ENDORSEMENT**

In consideration of the additional premium of \$ [REDACTED], which shall be fully earned as of inception of this endorsement, it is hereby understood and agreed that this policy follows the terms and conditions of the Followed Policy, (unless otherwise provided pursuant to the terms, conditions, or exclusions of this policy, including but not limited to any other endorsement to this policy, whether such endorsement precedes or follows this endorsement), including, but not limited to the following endorsement(s):

TERMS/CONDITIONS/ENDORSEMENTS

LIST PRIMARY POLICY RUNOFF ENDORSEMENT  
NUMBER HERE

TITLE/DESCRIPTION

LIST TITLE OF PRIMARY  
RUNOFF ENDORSEMENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

|                          |  |                        |                                      |
|--------------------------|--|------------------------|--------------------------------------|
| SERFF Tracking Number:   | AGNY-125706318   | State:                 | Arkansas                             |
| Filing Company:          | National Union Fire Insurance Company of<br>Pittsburgh, Pa.        | State Tracking Number: | EFT \$50                             |
| Company Tracking Number: | AIC-08-DO-03   |                        |                                      |
| TOI:                     | 17.0 Other Liability - Claims Made/Occurrence                      | Sub-TOI:               | 17.0020 Commercial Umbrella & Excess |
| Product Name:            | Excess Insurance Policy For Management Liability 16500004740950010 |                        |                                      |
| Project Name/Number:     | /  |                        |                                      |

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125706318 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-DO-03  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Excess Insurance Policy For Management Liability 16500004740950010  
Project Name/Number: /

## Supporting Document Schedules

|                         |               |                       |            |
|-------------------------|---------------|-----------------------|------------|
| <b>Satisfied -Name:</b> | Forms Listing | <b>Review Status:</b> |            |
| <b>Comments:</b>        |               | Approved              | 08/08/2008 |
| <b>Attachment:</b>      |               |                       |            |
| Forms Listing.pdf       |               |                       |            |



# Forms Listing

|   | Form Title   | Form No.     | Form Type | New or Replacement | Form No. Being Replaced | Mandatory or Optional | Restricts, Broadens or Clarifies | Rate or Premium Impact | Description of Form  |
|---|--|--------------|-----------|--------------------|-------------------------|-----------------------|----------------------------------|------------------------|--|
| 1 | ABSOLUTE FAILURE TO EFFECT AND/OR MAINTAIN INSURANCE EXCLUSION | 97854 (4/08) | E         | New                |                         | O                     | C                                | N                      | Modifies the policy to clarify that coverage does not apply to Claims brought as a result of the Insured's failure to secure/obtain adequate insurance.  |
| 2 | ANTITRUST EXCLUSION  | 97855 (4/08) | E         | New                |                         | O                     | C                                | N                      | Tailors the policy to clarify intent of coverage being granted. Coverage does not apply to claims arising from the Sherman Antitrust Act, the Clayton Act, the Robinson Patman Act or any similar federal, state or local statutes or rules related thereto. |
| 3 | MANDATORY ARBITRATION ENDORSEMENT                              | 97856 (4/08) | E         | New                |                         | O                     | C                                | N                      | Mandates arbitration when disagreements arise as it pertains to coverage.  |
| 4 | NON-FOLLOW FORM DISCOVERY ENDORSEMENT                          | 97857 (4/08) | E         | New                |                         | O                     | C                                | N                      | Modifies the Discovery Clause so that it does not follow primary form.   |
| 5 | PENDING AND PRIOR LITIGATION EXCLUSION                         | 97860 (4/08) | E         | New                |                         | O                     | C                                | N                      | Excludes loss from claims pending prior to the date specified.   |
| 6 | PENDING AND PRIOR LITIGATION EXCLUSION FOR EXCESS LIMITS       | 97859 (4/08) | E         | New                |                         | O                     | C                                | N                      | Excludes all pending and prior litigation at a certain date for a certain limit.   |
| 7 | POLICY PERIOD EXPANDED   | 97861 (4/08) | E         | New                |                         | O                     | C                                | Y                      | Amends the policy period.  |
| 8 | PRIOR ACTS EXCLUSION (NON-RECOGNITION OF EROSION)              | 97862 (4/08) | E         | New                |                         | O                     | C                                | N                      | Excludes loss from claims for wrongful acts that predate the policy period inception.  |

## Forms Listing

|    |   |              |   |     |  |   |   |   |   |
|----|---|--------------|---|-----|--|---|---|---|---|
| 9  | RELIANCE UPON APPLICATION INCLUDING OTHER CARRIER'S APPLICATION                               | 97004 (1/08) | E | New |  | O | C | N | Relies upon information found in other carrier's application.   |
| 10 | RELIANCE UPON OTHER CARRIER'S APPLICATION/WARRANTY  | 98931 (4/08) | E | New |  | O | C | N | Requires Insured to warrant that other carrier's applications and warranties therewith are accurate.            |
| 11 | SIDE A DIC AMENDATORY   | 99289 (5/08) | E | New |  | O | C | N | Updates form language to fit the structure of a lead, Side A type insurance policy.                             |
| 12 | SIDE A ONLY EXCESS POLICY - NON-FOLLOW FORM ENDORSEMENT                                       | 97863 (4/08) | E | New |  | O | B | N | Provides Excess Coverage for Side A Coverage Only.  |
| 13 | SPECIFIC CLAIM EXCLUSION - NON-RECOGNITION OF EROSION   | 97864 (4/08) | E | New |  | O | C | N | Specific claim exclusion which does not recognize erosion of underlying limit.                                  |
| 14 | SPECIFIC CLAIM EXCLUSION - RECOGNITION OF EROSION   | 97865 (4/08) | E | New |  | O | C | N | Identifies terms of followed policy that this policy does not follow.   |
| 15 | SPECIFIC CONDITION/ NON-FOLLOW FORM RECOGNITION OF EROSION ENDORSEMENT                        | 97869 (4/08) | E | New |  | O | C | N | Does not recognize erosion of underlying limit w/respect to a very specific act/term/condition non-follow form. |
| 16 | SPECIFIC CONDITION/ PENDING AND PRIOR LITIGATION EXCLUSION NON-FOLLOW FORM ENDORSEMENT        | 97870 (4/08) | E | New |  | O | C | N | Modifies Pending & Prior/continuity to another date.  |
| 17 | SPECIFIC TERM/ CONDITION/ ENDORSEMENT CAP LOSS SUB-LIMIT OF LIABILITY FOLLOW FORM ENDORSEMENT | 97868 (4/08) | E | New |  | O | C | N | Follows form of Non-follow CAP Terms of Primary Policy but sets Sublimit.                                       |
| 18 | SPECIFIC TERM/CONDITION/NON-FOLLOW FORM ENDORSEMENT   | 97866 (4/08) | E | New |  | O | C | N | Identifies terms of followed policy that this policy does not follow.   |

# Forms Listing

|    |  |              |   |     |  |   |   |   |   |
|----|--|--------------|---|-----|--|---|---|---|---|
| 19 | SPECIFIC TERM/CONDITION<br>RUNOFF FOLLOW FORM<br>ENDORSEMENT | 97867 (4/08) | E | New |  | O | C | Y | Elects to follow run-off terms<br>of underlying/primary policy. |
|----|--|--------------|---|-----|--|---|---|---|---|